

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

IRON WORKERS' MID-AMERICA)	
PENSION PLAN, <i>et al.</i> ,)	
)	
Plaintiffs,)	CIVIL ACTION
)	
vs.)	NO. 22 C 0196
)	
VEI SOLUTIONS, INC.,)	JUDGE ELAINE E. BUCKLO
an Illinois corporation,)	
)	
TRANQUILINO R. VENTURA,)	
an individual,)	
)	
Defendants.)	

PLAINTIFFS' LOCAL RULE 56.1
STATEMENT OF UNCONTESTED MATERIAL FACTS

Plaintiffs, Iron Workers Mid-America Pension Plan, *et al.* (collectively, "Plaintiffs"), by and through their attorneys, and pursuant to Local Rule 56.1, present the following Statement of Uncontested Material Facts.

The Parties

1. Plaintiffs, Iron Workers Mid-America Pension Plan and the Iron Workers Mid-America Supplemental Annuity Fund ("Funds"), are jointly trustee employee benefit trust funds providing pension benefits to their participants (Appx., Ex. 1, p. 3, ¶ 3).¹

2. The Funds are administered at 2350 East 170th Street, Lansing, Illinois (Appx., Ex. 1, p. 3, ¶ 3).

¹ Citations to the Appendix will include the Exhibit number, bates number, and paragraph or section number, where appropriate.

3. Plaintiff, Paul E. Flasch, is the Administrative Manager of the Funds (Appx., Ex. 1, p. 3, ¶ 1, 2).

4. Defendant, VEI Solutions, Inc. (“VEI”), was at all relevant times an Illinois corporation with its principal place of business at 1800 Howard Street, Suite A, Elk Grove Village, Illinois. (Appx., Ex. 10, p. 105-107; <https://veisolutions.com/contact-us/>).

5. Defendant, Tranquilino R. Ventura (“Ventura”), was at all relevant times President, Secretary, and Registered Agent of VEI. (Appx., Ex. 10, p. 105-107; <https://veisolutions.com/about-us/>).

6. At all relevant times VEI was bound to a collective bargaining agreement with the International Association of Architectural, Ornamental and Reinforcing Ironworkers and with Architectural and Ornamental Union Local 63, AFL-CIO. (Appx., Ex. 1, p. 3, ¶ 4; Ex. 2, p. 6; Ex. 3, p. 70).

7. Under its collective bargaining agreements, VEI was required to file monthly reports and pay fringe benefit contributions to the Funds at specified rates, paid based on the hours worked by covered employees. (Appx., Ex. 1, p. 3, ¶ 5; Ex. 2, p. 40, Sec. 19.2; Ex. 3, p. 65-66, Sec. 6(C)).

8. VEI failed to timely report and pay contributions to the Funds for the months of May 2021 and June 2021, owing the Funds contributions and late fees totaling \$121,266.45. (Appx., Ex. 1, p. 3, ¶ 6).

9. On August 4, 2021, the Parties entered into a promissory note (“Note”) through which VEI agreed to pay the contributions and late fees due for May and June 2021 and submitted a down payment of \$24,253.29 (check no. 10059). (Appx., Ex. 1, p. 3-4, ¶ 7-9; Ex. 4; Ex. 6, Req. No. 1; Ex. 7; Ex. 8).

10. Through the Note, Defendants agreed to pay the principal balance of \$97,013.16, by July 15, 2022. (Appx., Ex. 1, p. 3-4, ¶ 7-9; Ex. 4; Ex. 6, Req. No. 1; Ex. 7; Ex. 8).

11. Under the Note, an express condition of VEI being allowed time to pay was that it “will make timely payment of all contributions due . . . for July 2021 forward. (Appx., Ex. 1, p. 4, ¶ 8; Ex. 4; Ex. 6, Req. No. 1; Ex. 7; Ex. 8)

12. The Note also provides that Defendant Ventura would be personally liable for any unpaid amounts due under the Note, stating in relevant part: “By executing this Note, I agree that the above amount is due and owing to the Funds under the applicable collective bargaining agreements. To secure the payment of said amounts, I agree to be personally liable for any unpaid amounts.” (Appx., Ex. 1, p. 4, ¶ 8; Ex. 4; Ex. 6, Req. No. 1; Ex. 7; Ex. 8)

13. Defendant breached its obligations under the Note by failing to timely submit its monthly fringe benefit report and contributions for November 2021 and by failing to pay the balance due by July 15, 2022. (Appx., Ex. 1, p. 4, ¶ 10; Ex. 7; Ex. 8)

14. After the parties entered into the Note, Plaintiffs received five payments totaling \$39,697.09, leaving a balance due of \$57,316.07. (Appx., Ex. 1, p. 4, ¶ 11; Ex. 6, Req. No. 4; Ex. 7; Ex. 8)

15. This Court entered judgment by default against Defendant VEI on March 24, 2022 (Docket No. 18) in the amount of \$217,636.21, plus post-judgment interest (Appx., Ex. 9, p. 101-102).

16. The judgment against the Corporate Defendant includes the \$57,516.07 balance due on the Note, as well as other contributions and amounts Defendant VEI owed Plaintiffs outside of the Note. (Appx., Ex. 9, p. 100, ¶ 5).

17. On May 18, 2022, Plaintiffs served on Ventura, through his then attorney, written discovery, including requests to admit. (Appx., Ex. 6, p. 82-84).

18. On June 17, 2022, Ventura, through its attorneys, filed motions for an extension of time to respond to Plaintiffs' written discovery requests and for counsel to withdraw. (Appx. Ex. 7, p. 86-96).

19. On June 27, 2022, the Court granted Ventura's motion for an extension of time and for his counsel to withdraw, giving Ventura thirty days to obtain new counsel. (Appx., Ex. 8, p. 97).

Respectfully submitted,

/s/ Patrick N. Ryan

One of the Attorneys for the Plaintiffs

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CERTIFICATE OF SERVICE

The undersigned, an attorney of record, hereby certifies that on August 31, 2022, he caused to be electronically filed, **Plaintiffs' Local Rule 56.1 Statement of Uncontested Material Facts**, with the Clerk of the Court using the CM/ECF system and sent a copy via First Class US Mail to the following:

Mr. Tranquilino R. Ventura,
Individually and as Registered Agent for
VEI Solutions, Inc.
1800 Howard Street, Suite A
Elk Grove Village, IL 60007-2482

And

1225 W. Morse Ave., # 406
Chicago, IL 60626

/s/ Patrick N. Ryan

Names and Address of Attorneys for the Plaintiffs:

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